

**AGREEMENT BETWEEN**  
**R.I. COUNCIL 94, AFSCME, AFL-CIO**  
**LOCAL 1627**  
**AND**  
**THE CITY OF CENTRAL FALLS**  
**November 23, 2011 – June 30, 2016**

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## **AGREEMENT**

This agreement entered into this 23rd day of November, 2011 by the City of Central Falls, Rhode Island, hereinafter referred to as the "Employer" and Rhode Island Council 94, American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local 1627, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

### **ARTICLE 1** **RECOGNITION**

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining collectively on matters pertaining to wages, hours of employment and other working conditions.
- 1.2 The bargaining units previously certified by the R.I. State Labor Relations Board in Case No. EE 1711 and EE 1897 are merged into one unit, which is an appropriate unit for the purposes of collective bargaining and has been certified by the State Labor Relations Board as Certification No. EE 3262 on June 11, 1980. In addition, employees covered under State Labor Relations Board Certification No. EE 3375 shall be covered by this Agreement. Also, employees covered under State Labor Relations Board Certification No. EE-3262 on May 9, 2001.
- 1.3 The Employer will not aid, promote or finance any labor group or organization which supports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

### **ARTICLE 2** **UNION SECURITY**

- 2.1 All employees covered by this Agreement shall, as a condition of employment, remain members of the Union in good standing. All new employees shall be required to become and remain Union members upon completion of their probationary period or pay a service fee to the Union equal to the amount of Union dues.

- 2.2 The Employer agrees to continue the check-off system and deduct Union dues and/or service fee from the pay of each employee and to remit the aggregate amount to the Rhode Island Council 94 along with a list of employees who have had said dues or fees deducted. Such remittance shall be made by the 10th day of the succeeding month.
- 2.3 Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice by the Union to the Employer.

### **ARTICLE 3**

#### **NO DISCRIMINATION**

- 3.1 The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, sex, age, physical handicap, country of ancestral origin, marital status or political affiliation in hiring, layoff, promotion, or any other terms and conditions of employment.
- 3.2 The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his or her right to bargain collectively through the Union, or on account of his or her membership in or activities on behalf of the Union.
- 3.3 All references in the Agreement to an "employee" or "employees" as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include both male and female employees.

### **ARTICLE 4**

#### **PROBATIONARY PERIOD**

- 4.1 Any newly hired member of the bargaining unit shall serve a four (4) month probationary period, commencing on the first day of employment. During said employment period, a probationary employee may be terminated at will in the sole and exclusive discretion of the Employer, and shall have no redress through the grievance procedure.
- 4.2 New employees who have completed the probationary period shall be known as permanent employees and the probationary period shall be considered included as seniority time. Probationary employees shall not be entitled to any benefits under this Agreement except those provided for in 4.3 below until the successful completion of the probationary period.

- 4.3 Newly hired employees shall be provided medical and dental coverage, single or family, the first of the month following date of hire and shall be subject to the terms in and conditions in Article 9. As well as be eligible to be paid for the holidays contained in this Agreement.
- 4.4 No employee can hold the Employer or the Union responsible in the event the medical or dental insurer fails to insure the employee during this period of time.

## **ARTICLE 5**

### **SENIORITY**

- 5.1 Primary-seniority shall be defined as the total length of service of permanent employees in the bargaining unit or a division. For the purpose of this Agreement, the bargaining unit shall consist of four (4) divisions.
  - 1. City Hall/Police Clerk (former bargaining unit EE 1897)
  - 2. Public Works Department (Highway) (Former bargaining unit EE 1711)
  - 3. Dispatchers/ (Certification No. EE3262)
  - 4. Animal Control/Parking Monitor, Police IT Administrator and Court Clerk (Certification No. EE3262)
- 5.2 City seniority shall be defined as the total length of service of permanent employees in any of the positions in the divisions in Section 1 above.
- 5.3 The Employer agrees in principle with the concept of seniority and further agrees that unless there are clear reasons to the contrary in individual instances and subject to the terms and conditions of this Agreement, seniority and ability shall be applied with respect to:
  - a. Overtime Assignments (on a rotating basis)
  - b. Promotional Appointments
  - c. Any other questions of preference among employees that may arise but are not specifically mentioned herein
  - d. Primary seniority plus qualifications shall be the prime factor in filling positions
  - e. Trash and recycling assignments will be based on seniority.
- 5.4. Bargaining unit seniority lists shall be provided to the Union President or his or her designee upon request. The Union shall be notified of any changes in seniority list.
- 5.5 All seniority shall be considered lost for the following reasons:
  - a. When an employee is discharged for just cause;

- b. When an employee voluntarily terminates his or her employment;
  - c. When an employee fails to respond to a recall notice;
  - d. When an employee fails to notify his or her department head of his or her absence from work within three (3) working days;
  - e. When an employee engages in other work while on leave of absence;
  - f. When an employee is laid off in excess of eighteen (18) months from the date of his or her most recent layoff.
- 5.6 Primary seniority shall be lost when an employee transfers from one division to another. Said primary seniority shall begin on the employee's first day of work in the new position of the division of which he or she transferred.
- 5.7 In the event two (2) or more employees are hired on the same date, seniority shall be determined by lottery. Each employee will select a letter (a thru z); this letter will appear after the person's number on the seniority list. Both Union and Management will be present at the lottery.

## **ARTICLE 6**

### **JOB POSTING AND BIDDING**

- 6.1 In the event of vacancy in any position, within a division of the bargaining unit, said vacancy shall be posted on Union Bulletin Boards for a period of seven (7) calendar days. In order to afford employees an opportunity to apply for the position. The employee must submit, in writing, to the Personnel Department, within the seven (7) day bidding period or waive his or her right to claim the open job. In the event the City chooses not to post a new or vacant position, it shall notify the Union in writing within thirty (30) days of the creation of the vacancy of said job stating its intentions regarding the length of vacancy and if and when the position will be filled.
- 6.2 As between two or more bidding employees within a division with demonstrated equal ability to perform the duties of the position, the employee with the greatest length of primary seniority shall be awarded the position.
- 6.3 A decision on all bids shall be rendered within seven (7) days after the close of bids and the position shall be filled within forty-five (45) days of the decision.

- 6.4 If within the thirty (30) day training period, an employee voluntarily chooses to return to his or her previous job or at the discretion of the Department Head, proves unsatisfactory for the new position, shall have the right to return to his/her previous classification without loss of his or her primary seniority held prior to changing to the new position.
- 6.5 If an employee chooses to return or is disqualified within the thirty (30) day training period for the new job, the next most senior employee who bids shall be offered the open position.
- 6.6 In the event no employee within the division for which the vacancy exists bids on the job, then employees in the other divisions shall be allowed to exercise their City seniority in bidding for the position. Notwithstanding the above, employees in Division 1 and Division 2 shall have preference over employees in Division 3 and Division 4 for jobs in Division 1.
- 6.7 Employees bidding into the position of Payroll Clerk must have prior experience. Parties further agree that the City and Union shall have minimum job specifications for job postings with respect to the above-mentioned positions.
- 6.8 The City shall have the right to advertise for the positions of Dispatchers and Animal Control Officer/Parking Monitor while the bidding process is active, in the event no one bids on these positions.

## **ARTICLE 7**

### **LAYOFF AND RECALL**

- 7.1 In the event of a layoff in a division, employees with the least primary seniority in the division affected will be laid off first. A two (2) week notice of layoff shall be given to any employee affected by such layoff. In the event of recall, employees within the division with the greatest amount of seniority on the recall list shall be recalled first.
- 7.2 A laid off employee's name shall be placed on a re-employment list and shall remain on said list for a period of eighteen (18) months from the date of such layoff. No new employee will be hired until the re-employment list is exhausted.
- 7.3 When an employee is recalled, he or she shall be notified by Certified Mail and shall have five (5) working days from receipt of said notification to return to work.
- 7.4 The Union President and Steward shall be notified in all cases of layoffs.

## **ARTICLE 8**

### **GRIEVANCE PROCEDURE**

- 8.1 A grievance maybe filed if an employee feels there has been a violation of any conditions contained in this Agreement and shall be handled in the following manner:
- 8.2.1 FIRST STEP: An employee shall submit his or her grievance in writing to his/her Supervisor and Union Representative within five (5) working days from the date of the act or knowledge thereof, constituting the grievance.
- 8.2.2 SECOND STEP: Upon failure to reach a satisfactory adjustment within five (5) working days after the presentation of the grievance at the first step, said grievance shall be submitted to the human resource director who shall render a decision within fourteen (14) days after receiving the grievance.
- 8.2.3 THIRD STEP: Upon failure to reach an agreement at Step 2, the grievance shall be submitted to the Chief Executive and the human resource director by the Union Representative. The grievance shall be heard by the Chief Executive and the human resource director within ten (10) days, and they shall render a decision in two (2) weeks following the hearing. All grievances shall be handled as quickly as practicable. The time limits specified on any level of this procedure may be extended, in any specific instance, by mutual agreement of the parties in writing.
- 8.3 If a grievance is not settled under the above steps, such grievance shall, at the request of the Union or the City, be referred to the American Arbitration Association or Labor Relations Connection with its rules then obtaining. The parties may mutually agree to an alternative method of arbitration.
- 8.4 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 8.5 All submissions to arbitration must be made within thirty (30) days after the grievance procedure decision.

## **ARTICLE 9**

### **HEALTH AND DENTAL INSURANCE**

- 9.1 The City shall provide each member with a medical plan design no less than the benefit level, service level and general network level to the plan in place as of the date of this agreement. It



will include: Twenty Dollar (\$20.00) primary care office visits, Thirty Dollar (\$30.00) specialist visits and One Hundred Fifty Dollar (\$150.00) emergency room co-payments.

- 9.2 The City shall also provide a dental benefit design no less than the benefit level, service level and general network level to the current custom dental plan in place with Delta Dental.
- 9.3 The City will also provide a Health Reimbursement Account which will cover a portion of the deductible in place as of the date of this Agreement (including the full year adjustment effective January 1, 2012) as set forth in the HRA Application dated August 1, 2011.
- 9.4 The employee contribution will equal twenty (20) percent of the premium for health and dental insurance.
- 9.5 Health Insurance for Retirees. Retirees will be eligible for individual plan coverage up to the age of 65 under the same plan terms and contribution levels provided to active members under the Agreement. Family coverage will be made available to said retirees provided they pay all cost differences between individual coverage and family coverage.

## **ARTICLE 10**

### **HEALTH AND SAFETY**

- 10.1 The City and the Union shall cooperate fully in matters of Health and Safety and Sanitation affecting the employees.
- 10.2 Any complaint regarding Health and Safety shall be considered immediately by the appropriate supervisor in an attempt to resolve said complaints.
- 10.3 The City shall furnish rubber gloves for all work on sewer lines. The City will also furnish foul weather clothing. Employees must turn in damaged gear to receive new gear.

## **ARTICLE 11**

### **HOURS OF WORK AND OVERTIME**

- 11.1 The hours of work for members other than the Public Works Division shall be as follows:  
City Hall:  
Monday through Thursday - 8:30 a.m. to 4:30 p.m.  
Friday 8:30 a.m. to 1:30 p.m. *(The Friday schedule is considered a full day for vacation, personal, or sick time usage).*

All other departments:

The hours of work of all departments shall be consistent with current schedules. The hours for dispatchers will be 8 a.m. to 4 p.m., 4 p.m. to 12 a.m., 12 a.m. to 8<sup>am</sup> p.m. with five (5) days on and two (2) days off. The Police IT Administrator's hours shall be 8 a.m. to 4 p.m. Monday thru Friday. Hours of any employee governed by this Agreement may be amended by the City upon at least two weeks notice and meeting and conferring with the Union. The City agrees that it will give the Union a full opportunity to be heard on such issues and will consider in good faith the Union's recommendations.

*JW*  
*WDD*

- 11.2 All employees covered by this Agreement who work six (6) or more hours in a day shall have a one-half (1/2) hour meal break.
- 11.3 Employees shall be granted a total of two (2) 15-minute rest breaks, one (1) during the first half and one (1) during the second half of their work day. All meal breaks and rest breaks shall be scheduled by the head of the department and once established shall not change without mutual agreement except under emergency conditions.
- 11.4 All assignments of overtime work other than emergencies shall be made at least four (4) hours in advance by the employee's supervisor.
- 11.5 All hours worked in excess of forty (40) in a workweek shall be paid at the rate of time and one-half. The workweek shall be 12:00 a.m. Friday to 11:59 p.m. Thursday. Vacation, compensatory, and personal days will be counted towards hours worked. All other absences (e.g., sick time, bereavement, etc.) will not be counted towards hours worked.
- 11.6 Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such work in the normal course of their workweek. When in the case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from other than the area which normally perform such work shall be released from their duties first when the work load lessens.
- 11.7 Employees shall have the option of taking overtime pay or compensatory time off at the overtime rate. The maximum accumulation shall be 35 hours and shall be taken by June 30th of each year. Compensatory time shall be taken with seniority determining preference in the event two (2) or more employees elect to take the same hours off. Compensatory time will be taken with the consent of the head of the department and shall not result in overtime.

**ARTICLE 12**  
**HOURS OF WORK - PUBLIC WORKS DIVISION**

- 12.1 Regular hours of employment shall be forty (40) per week, divided equally over five (5) working days of eight (8) hours each, Monday through Friday. The basic work day shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for meal break; except that the basic work day may be changed by mutual agreement between the Department Head and the Union due to weather conditions or for any other reason upon at least two weeks notice.
- 12.2 Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one work week. The workweek shall be 12:00 a.m. Friday to 11:59 p.m. Thursday. Vacation, compensatory time, and personal days shall be calculated towards hours worked in a work week.
- 12.3 All members of the bargaining unit shall be paid at the rate of one and one-half (1 1/2) the member's hourly rate of pay for hours worked on a Sunday or a holiday in accordance with Rhode Island law.
- 12.4 All overtime work shall be distributed equally among employees. All employees who are capable of handling the equipment of the Public Works Department shall be called into work before any employee from another department is called in.
- 12.5 Any employee called back to work after completing his workday or on Saturday, Sunday and/or holidays shall be compensated for a minimum of three (3) hours.
- 12.6 Employees shall not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period. Notwithstanding the above, employees who are willing to work in excess of sixteen (16) hours may do so voluntarily.
- 12.7 An assignment of overtime work other than emergencies shall be made at least four (4) hours in advance by the employee's Supervisor.
- 12.8 The Union shall be given a list of all overtime hours and hourly rate of pay to specific employees upon request.
- 12.9 Unless an emergency prevails, the Director shall not perform the work of any employee in the bargaining unit.
- 12.10 Each employee shall be granted a total of one (1) 15-minute break during the first half and one (1) during the second half of his or her work day, to be scheduled by the Department Head, and

once established, shall not change without mutual agreement except under emergency conditions.

- 12.11 Employees shall have the option of taking overtime pay or compensatory time off at the established overtime rate. Maximum accumulation shall be forty (40) hours and shall be taken prior to June 30th. Compensatory time off shall be taken with the consent of the department head and shall not result in overtime. Any conflict between or among employees shall be resolved based on seniority. Under no circumstances will any employee be deprived of overtime.
- 12.12 The following method will be used as it pertains to overtime:
- a. During emergencies, including but not limited to snowplowing, all necessary Laborers, Foremen, and one (1) Mechanic shall be called for overtime work by seniority.
  - b. Any maintenance work to be performed at any time, i.e., during regular working hours or during non-regular working hours, shall be offered to all qualified employees in the division based on seniority by rotation.
  - c. A log of all overtime shall be kept. The log shall show which employees "were called for each overtime call and whether they accepted or refused the overtime or were unavailable for the overtime."
- 12.13 The Employer shall have the right to make daily work assignments.
- 12.14 Employees hired after July 1, 1999 shall possess a Commercial Driver's License (CDL), or obtain their CDL permit within six (6) months. Failure to do so shall result in termination.

### **ARTICLE 13**

#### **SICK LEAVE**

- 13.1 Sick leave with pay shall be granted to employees covered by this Agreement. Each employee shall be entitled to twelve (12) days per year of sick leave accumulated at a rate of one (1) day per month. Any sick days on the books as of August 1, 2011 will continue to be carried forward. As of August 1, 2011, unused sick leave may be accumulated from year to year to a total accumulation of one hundred-twenty (120) working days. Sick leave with pay is hereby defined to mean a necessary absence from duty due to the member's illness, an illness in a member's immediate family, non-work related injury, or exposure to a contagious disease that prevents the member from performing work duties and functions.

- 13.2 Sick days shall be taken in one-half ( $\frac{1}{2}$ ) day or whole day increments only. With permission of the Member's supervisor, sick time may be taken in shorter increments in one (1) hour intervals.
- 13.3 Employees who are absent for three (3) or more consecutive working days may be required to submit a statement from a physician stating the reason for the absence to support a claim for sick leave.
- 13.4 Sick days will not be paid out upon termination of employment or retirement.
- 13.5 Any employee covered by this Agreement who, because of personal illness, physical or other medical condition, not related to an occupational injury shall submit not less than monthly, a disability certificate signed by a qualified physician, stating the nature of the illness and the duration the employee will be absent.
- 13.6 All employees shall be covered by the Rhode Island Temporary Disability Act.
- 13.7 Employees who are out of work due to illness or injury and are charging their time to sick leave, or leave without pay, shall not be permitted to work for another employer during the same twenty-four (24) hour period the employee is out of work from the City. The twenty-four (24) hour period shall be from 12:01 a.m. through 11:59 p.m. of the day that the employee is out sick.
- 13.8 Any employee having perfect attendance, defined as calling in sick one or less times, during the course of the fiscal year will be granted three (3) days pay at their normal rate of pay, payable the first pay period after the end of the fiscal year.

## **ARTICLE 14**

### **WORKERS' COMPENSATION**

- 14.1 When an employee is injured on the job he or she shall be entitled to benefits under the Rhode Island Workers' Compensation Act.
- 14.2 Any employee under the Workers' Compensation Act who is unavailable to work as a result of a job related injury for a period in excess of eighteen (18) months shall not be guaranteed his or her position.

**ARTICLE 15**  
**BEREAVEMENT LEAVE**

- 15.1 Up to five (5) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's spouse or domestic partner, grandparent, parent, step-parent, sibling, child, step-child, or grandchild.
- 15.2 Up to three (3) consecutive days of bereavement leave with regular pay shall be granted in the event of the death of a member's niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.
- 15.3 Up to one (1) day of bereavement leave with regular pay shall be granted in the event of the death of a member's aunt, uncle, cousin or spouse's or domestic partner's grandparent.
- 15.4 In the case of the death of other members of the employee's family not described above, unpaid time off to attend the funeral may be given at the discretion of the Department Head.

**ARTICLE 16**  
**CHILDBIRTH**

- 16.1 A pregnant employee so certified by her physician shall be entitled to use accrued sick leave for any time she is unable to work, for medical reasons.
- 16.2 Maternity leave is for a maximum of thirteen (13) weeks in accordance with Family Medical Leave Act (FMLA) and the Rhode Island Parental and Family Medical Leave Act (RIPFMLA), the employee shall be returned to the position from which she is on leave or a similar position, at the same step of the then current range for her class of position.
- 16.3 It is agreed that a pregnant employee who has exhausted her sick leave accruals, shall be granted a maternity leave without pay up to the maximum of thirteen (13) weeks. A pregnant employee shall submit written notification to the City of the anticipated duration of the maternity leave at least two (2) weeks in advance, if possible, of the commencement of the leave period.
- 16.4 A pregnant employee shall not be required to commence her maternity leave unless directed by her treating physician prior to childbirth unless she can no longer satisfactorily perform her job duties.

**ARTICLE 17**  
**PERSONAL DAYS**

- 17.1 Two (2) personal days per year with pay shall be granted to each employee covered by this Agreement allowing employees to take care of personal business. Personal leave shall not accumulate from year to year and must be discharged some time during the twelve (12) month period following the effective date of this Agreement. A twenty-four (24) hour verbal notice to the Department Head may be required except for an emergency. Personal time will not be allowed in conjunction with holidays or vacations (day before or after) without Department Head approval.
- 17.2 Personal days shall be taken in ½ day increments only. With permission of the Member's supervisor personal time may be taken in shorter increments in one hour intervals.
- 17.3 Employees with twenty (20) years of service to twenty-four (24) years of service shall be eligible for four (4) personal days per year. Employees with more than twenty-five (25) years of service shall be eligible for five (5) personal days.

**ARTICLE 18**  
**JURY DUTY**

- 18.1 When an employee is required to serve Jury Duty, the employee shall receive full pay, less the compensation received from Jury Duty, for up to five (5) days per calendar year.

**ARTICLE 19**  
**HOLIDAYS**

- 19.1 The following shall be paid holidays for all members within the bargaining unit:
- |                      |                        |
|----------------------|------------------------|
| New Year's Day       | Columbus Day           |
| Presidents' Day      | Veteran's Day          |
| Memorial Day         | Thanksgiving           |
| Independence Day     | Day after Thanksgiving |
| Victory Day (VJ Day) | Christmas Day          |
| Labor Day            | Day after Christmas    |

- 19.2 If a holiday falls on a Saturday the Friday before shall be considered the holiday, and if the holiday falls on a Sunday, the following Monday shall be considered a holiday. Holidays occurring during an employee's sick and/or vacation leave shall not be charged against his/her sick or vacation leave.
- 19.3 No employee will be entitled to holiday pay unless he or she works the day before and the day after the holiday unless excused for justifiable reasons.
- 19.4 Holiday Pay for Dispatchers shall be one-fourth (1/4) of the member's weekly salary and shall be paid to each member on the first pay period in December.

## **ARTICLE 20**

### **VACATIONS**

- 20.1 Vacation with pay shall be as follows:

<u>Years of Service</u>	<u>Vacation</u>
At least 1 year of service but not more than 5 years	10 working days
At least 5 years of service but not more than 10 years	15 working days
At least 10 years of service but not more than 15 years	18 working days
15 years of service or more	20 working days

- 20.2 Commencing on January 1, 2012, vacation days will accrue each year on January 1st. Up to five (5) vacation days may be carried over from one year to the next.
- 20.3 Vacation schedules shall be posted on approved bulletin boards in November of each year for the vacation period of January through December of the following year. Employees shall be allowed to request any additional vacation provided for in 20.1 above which would be credited to employees after their anniversary date of hire.
- 20.4 Employees shall sign for their vacation based on his or her primary seniority. Department Heads reserve the right to approve vacation requests and limit the number of employees on vacation at any one time.
- 20.5 Vacation days shall be taken in <sup>1</sup>/<sub>2</sub> day increments only. *A minimum of 1/2 day*
- 20.6 Accrued vacation time will be paid out upon termination of employment.



**ARTICLE 21**  
**WORKING OUT OF CLASSIFICATION**

- 21.1 Employees required to work in a higher classification shall be paid at the rate of pay for the higher classification.

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

- 22.1 The Union recognizes that, except as specifically limited, abridged, or relinquished by the terms and conditions of this Agreement, all rights to manage, direct or supervise the operations of the City and the employees are vested in the City.

**ARTICLE 23**  
**BULLETIN BOARDS**

- 23.1 The Union shall have the right to post Union materials on bulletin boards located in areas where bargaining unit employees work.
- 23.2 Bulletin boards must be placed in areas where employees have access to same.

**ARTICLE 24**  
**UNION ACTIVITIES**

- 24.1 Up to a maximum of two (2) Union members shall be allowed to attend official Union conferences within the State. Time off shall be granted to Stewards and Officers with the permission of their Department Heads when applied for in writing and attendance is necessary or mandatory. Such permission shall not be arbitrarily or unreasonably withheld.

**ARTICLE 25**  
**UNION REPRESENTATIVES**

- 25.1 A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.
- 25.2 Union Stewards and other representatives shall be granted reasonable time off during working hours to investigate and settle grievances, attend meetings of state bodies without loss of pay.

- 25.3 The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Local 1627, and/or Council 94, to enter the premises at any time for individual discussions of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- 25.4 No more than five (5) union members will be assigned to the negotiation team, (only one (1) employee from the Police Department).

## **ARTICLE 26**

### **PRIOR PRACTICE**

- 26.1 Nothing in this Agreement shall be construed as abridging any right, benefit privilege that employees have enjoyed heretofore unless it is specifically stated that said practice has been superseded by a provision in this agreement.

## **ARTICLE 27**

### **SEVERABILITY**

- 27.1 Should any provision of this Agreement be found to be in violation of any Federal or State Law, or City Charter or Ordinance by a court of competent jurisdiction, either party shall have the right immediately to re-open negotiations solely with respect to a substitute for such article, section or portion, but the remainder of this agreement shall continue in full force and effect.

## **ARTICLE 28**

### **ALTERATION OF AGREEMENT**

- 28.1 The parties agree that any alteration or modification of this Agreement shall be binding upon the parties only if executed in writing.
- 28.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

**ARTICLE 29**  
**RECORD OF ACCUMULATED LEAVE**

- 29.1 The Employer agrees to furnish each employee on an annual basis with an accrued hours report stating the number of hours each employee has accumulated to his or her credit for sick leave, annual leave and compensatory hours.
- 29.2 This report shall be provided to each employee between the first of January and the 15th of February, or upon request.
- 29.3 The established practice of posting accumulated time for Public Works Department employees on a monthly basis shall continue.

**ARTICLE 30**  
**CLOTHING ALLOWANCE AND TOOL ALLOWANCE**

- 30.1 Each employee in the Public Works Division, Dispatchers, Animal Control/Parking Monitors, Code Enforcement Inspectors, and Police Computer IT Administrators shall be entitled to a two hundred seventy-five dollar (\$275.00) per year clothing allowance. Such allowance shall be paid annually on the first pay date in April.
- 30.2 Within thirty (30) days of the execution of this contract, the Mechanic employed within the Public Works Division shall submit to the Director an inventory of personal tools that they regularly or customarily used in the performance of their duties. If during the term of this contract, any of the inventoried tools need to be replaced because of damage or wear, the City shall replace such tool at no expense to the employee. Any additional tools which are purchased by the City which are not included on the inventory list shall remain the property of the City.

**ARTICLE 31**  
**TUITION REIMBURSEMENT**

- 31.1 Tuition costs will be reimbursed to any member of the bargaining unit who attends a certified educational or training institution. Any member of the bargaining unit shall be allowed to take one (1) course per academic term provided the course is job-related or related to obtaining a degree and a "B" average is maintained. Books, registration fees and tuition will be reimbursed

to the employee by the City upon completion of the course at the rate of 75% for a "C" and 100% for a "B".

## **ARTICLE 32**

### **NON-BARGAINING UNIT WORK**

- 32.1 Non-bargaining unit employees shall not perform work performed by bargaining unit employees. However, the parties agree that the City shall be allowed to continue its past practice with regard to summer programs and employment for students. The parties further agree to continue the past practice of allowing temporary employees who will be non-bargaining unit employees to fill positions which are temporarily vacant due to maternity leave or long term illness or other leaves permitted under this Agreement.
- 32.2a The parties agree that the City shall have the right to use volunteers such as students, residents, and community service people to perform work within the jurisdiction of the bargaining unit. Use of such volunteers will not result in layoffs of employees nor shall there be any reduction in staff or overtime.
- 32.2b The parties agree to the practice of police officers performing the job functions of Dispatchers and Animal Control Officer/Parking Monitor.

## **ARTICLE 33**

### **PENSION AND RETIREMENT**

- 33.1 All employees shall participate in the R.I. Municipal Employees' Retirement Plan subject to its rules and regulations.

## **ARTICLE 34**

### **DISCIPLINARY ACTION**

- 34.1 Disciplinary action may be imposed upon an employee only for just cause. Upon written request, the contents of an employee's personnel record shall be disclosed to the employee upon his or her request and shall be disclosed to the employee's Union representative subject to the employee's written permission. A minimum of two (2) working days' notice must be given to the City for any such requests. The employee shall have the right to have a Union representative present whenever disciplinary action is being taken. In all cases of disciplinary

action the Union shall be notified no later than three (3) days after such action is taken. If a disciplined employee has not engaged in any further misconduct or violated applicable employment policies, rules or regulations, and has otherwise satisfactorily performed the duties and responsibilities of his position, then the documentation of the following forms of discipline shall be deemed inadmissible in a grievance proceeding after expiration of the time indicated.

<u>Form of Discipline</u>	<u>Time Period</u>
Verbal warning	One (1) year from issuance
Written warning	Two (2) years from issuance
Suspension	Three (3) years from the final date of the suspension term

Termination

Repeated offenses may result in termination.

## **ARTICLE 35**

### **INCLEMENT WEATHER**

- 35.1 In the event management closes a division due to inclement weather, employees shall suffer no loss of pay. In the event employees elect not to work or leave work early due to inclement weather then employees shall be required to use vacation or personal leave.

## **ARTICLE 36**

### **LEAVES OF ABSENCE**

- 36.1 All leaves of absence will be in compliance with Family Medical Leave Act (FMLA) and the Rhode Island Parental and Family Medical Leave Act (RIPFMLA).
- 36.2 The maximum amount of leave is thirteen (13) weeks. The employee shall be returned to the position from which he/she is on leave or a similar position, at the same step of the then current range for his/her class of position. Such leave may, upon request, be extended beyond thirteen (13) weeks up to a total of six (6) months for good cause shown. Such requests shall not be unnecessarily denied.
- 36.3 It is agreed that employees must exhaust their sick leave accruals as part of their leave.

**ARTICLE 37**  
**PEOPLE**

- 37.1 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**ARTICLE 38**  
**ALTERATION OF AGREEMENT AND COMPLETE UNDERSTANDING**

- 38.1 The City and Union acknowledge that this Agreement represents the results of collective bargaining negotiations between the said parties under and in accordance with the State Labor Relations Act. This Agreement, together with side letter, constitutes the entire agreement for the duration of said Agreement between the parties.
- 38.2 It is hereby agreed that any alteration, modification or change to this Agreement shall be binding on the parties only if and to the extent that said alteration, modification or change is made in writing and signed by the parties.

**ARTICLE 39**  
**DURATION AND TERMINATION**

- 39.1 The effective date of this Agreement shall be from November 23, 2011 and shall continue through June 30, 2016.
- 39.2 The City agrees to meet with the Union to negotiate Union requests of monetary matters and all other matters subject to negotiations at least ninety (90) days prior to the deadline for the submission of the budget to the City Council.
- 39.3 This Agreement shall remain in effect for year(s) specified and thereafter shall continue in effect from year to year except that it may be amended at any time by mutual agreement of the parties by giving to the other party not less than sixty (60) days written notice of intention to propose amendments.

**ARTICLE 40**  
**WAGES**

40.1 Wage rates for the following divisions in this agreement shall be as provided for:

1. Public Works
2. City Hall/Police
3. Dispatchers
4. Animal Control Parking Monitor Police Computer IT Administrator

**WAGES JULY 2012-JULY 2015**

**PUBLIC WORKS**                      **7/1/2012 (2.5%)** **07/1/2013 (2.9%)** **07/1/2014 (2.4%)** **07/1/2015 (2.3%)**

LABORER	805.01	828.36	848.24	867.75
FOREMAN	837.13	861.40	882.08	902.37
MECHANIC	837.13	861.40	882.08	902.37
CLERK/DISPATCHER	780.55	803.18	822.46	841.38

**CITY HALL**                      **7/1/2012 (2.5%)** **07/1/2013 (2.9%)** **07/1/2014 (2.4%)** **07/1/2015 (2.3%)**

**PAYROLL CLERK**

STEP 1	780.18	802.80	822.07	840.98
STEP 2	876.20	901.61	923.25	944.48
(More than one year of service)				

**ALL OTHER CLERKS**

STEP 1	639.91	658.46	674.27	689.78
STEP 2 (6 MOS)	648.62	667.42	683.45	699.17
STEP 3 (18 MOS)	657.45	676.51	692.75	708.68
STEP 4 (30 MOS)	666.97	686.31	702.78	718.95
STEP 5 (42 MOS)	675.71	695.31	711.99	728.37
STEP 6 (54 MOS)	684.42	704.27	721.17	737.76
STEP 7 (180 MOS)	732.35	753.59	771.68	789.43

**\*Incorporate Court Clerks into the Step Scale for City Hall**

**ANIMAL CONTROL/PARKING MONTIOR**

	<u>7/1/2012 (2.5%)</u>	<u>07/1/2013 (2.9%)</u>	<u>07/1/2014 (2.4%)</u>	<u>07/1/2015 (2.3%)</u>
1-12 MOS	536.00	551.55	564.78	577.77
13-24 MOS	571.00	587.56	601.66	615.50
25-36 MOS	602.81	620.29	635.18	649.79
37-48 MOS	629.27	647.52	663.06	678.31
49-60 MOS	652.23	671.14	687.25	703.06

<b>DISPATCHERS</b>	<u>11/23/11 (4%)</u>	<u>7/1/12 (2.5%)</u>	<u>07/1/13 (2.9%)</u>	<u>07/1/14 (2.4%)</u>	<u>07/1/15 (2.3%)</u>
STEP 1	682.12	699.17	719.45	736.72	753.66
STEP 2 (12 MOS)	709.40	727.14	748.23	766.18	783.81

**POLICE COMPUTER ADMINISTRATOR**

	<u>7/1/2012 (2.5%)</u>	<u>07/1/2013 (2.9%)</u>	<u>07/1/2014 (2.4%)</u>	<u>07/1/2015 (2.3%)</u>
	684.10	703.93	720.83	737.41

**ARTICLE 41**  
**LONGEVITY**

41.1 In addition to the wages set forth in Article 40, there shall be paid to each member of the bargaining unit a longevity payment in accordance with the schedule set forth below:

YEARS OF SERVICE	AMOUNT
Under Four (4) Years:	\$0
Four (4) to Eight (8) Years:	\$1,500
Nine (9) to Fourteen (14) Years:	\$2,000
Fifteen (15) to Nineteen (19) Years:	\$2,500
Twenty (20) Years and Longer:	\$3,000

41.2 Longevity will be paid on the employee's anniversary date.



ARTICLE 42  
CITY-WIDE WORK

- 42.1 The parties recognize that the school district is an integral part of the City. The City and Union agree to negotiate further regarding the subject of integration of work assignments between the City and the school.

IN WITNESS WHEREOF, the parties have hereunto set their hand this 23rd  
Day of November, 2011.

For RI Council 94, AFSCME AFL-CIO, Local 1627

For the City of Central Falls, RI

Michael Rowsey

Robert G. Lundy

Corrie Dube

[Signature]

Mary C. Goran Pace

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Glenn Chynoweth

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John F. Burr

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